

RECORDATION NO. 18352-1 FILED
18352-1
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SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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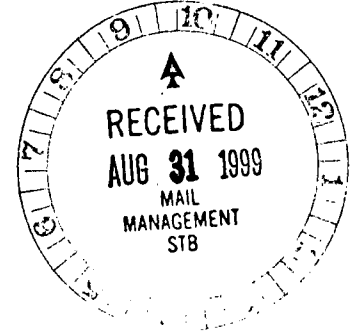
HONG KONG
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WRITER'S DIRECT NUMBER
(312) 853-2060

WRITER'S E-MAIL ADDRESS
ggerstma@sidley.com

August 30, 1999

Surface Transportation Board
Office of the Secretary
1925 K Street Northwest, Suite 700
Washington, D.C. 20423
Attn: Taledia Stokes



Re: Release and Termination Agreement

Dear Secretary:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document is a Release and Termination Agreement, a secondary document, dated the 29th day of July, 1999.

The primary document to which this secondary document is connected is recorded under Recordation No. 18352.

The names and addresses of the parties to the document are as follows:

Chase Manhattan Trust Company, N.A.
Chase Financial Tower
250 West Huron Road, Suite 220, 2nd Floor
Cleveland, Ohio 44113

Commonwealth Edison Company
37th Floor - East
One First National Plaza
10 South Dearborn Street
Chicago, IL 60603

Surface Transportation Board
Office of the Secretary
August 30, 1999
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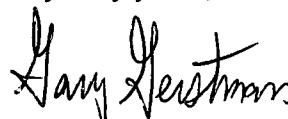
Wilmington Trust Company
Corporate Trust Administration Division
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

A description of the equipment covered by the Release and Termination Agreement is as follows: Twenty-Seven (27) 121-Ton, Aluminum Rotary Dump Gondola "Coalporter" Cars bearing the following identification marks: CWEX 1245, CWEX 1291, CWEX 1325, CWEX 1398, CWEX 1555, CWEX 1704, CWEX 1706, CWEX 1750, CWEX 1768, CWEX 1796, CWEX 1842, CWEX 1896, CWEX 1907, CWEX 2041, CWEX 2049, CWEX 2164, CWEX 2177, CWEX 2193, CWEX 2261, CWEX 2299, CWEX 2332, CWEX 2334, CWEX 2378, CWEX 2451, CWEX 2504, CWEX 2852 and CWEX 2853.

A fee of \$26.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Gary Gerstman (attorney for Commonwealth Edison Company) at Sidley & Austin, One First National Plaza, Chicago, IL 60603.

A short summary of the document to appear in the index follows: Release and Termination Agreement dated July 29, 1999 among Chase Manhattan Trust Company, N.A., Commonwealth Edison Company and Wilmington Trust Company covering twenty-seven 121-ton, aluminum rotary dump gondola "coalporter" cars bearing the following marks: CWEX 1245, CWEX 1291, CWEX 1325, CWEX 1398, CWEX 1555, CWEX 1704, CWEX 1706, CWEX 1750, CWEX 1768, CWEX 1796, CWEX 1842, CWEX 1896, CWEX 1907, CWEX 2041, CWEX 2049, CWEX 2164, CWEX 2177, CWEX 2193, CWEX 2261, CWEX 2299, CWEX 2332, CWEX 2334, CWEX 2378, CWEX 2451, CWEX 2504, CWEX 2852 and CWEX 2853.

Very truly yours,



Gary D. Gerstman

Enclosures

RELEASE AND TERMINATION AGREEMENT

THIS RELEASE AND TERMINATION AGREEMENT, dated July 29, 1999, among CHASE MANHATTAN TRUST COMPANY, N.A., a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of July 15, 1993 (the "Trust Agreement") with CIBC Inc., a Delaware corporation, COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Lessee"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

WITNESSETH:

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into and Indenture and Security Agreement (the "Indenture"), each dated as of July 15, 1993, and Lessor, Lessee and the Indenture Trustee have heretofore entered into a Lease and Indenture Supplement No. 1 (the "Lease and Indenture Supplement No. 1") dated July 30, 1993, a Lease and Indenture Supplement No. 2 (the "Lease and Indenture Supplement No. 2") dated March 17, 1994, a Lease and Indenture Supplement No. 3 (the "Lease and Indenture Supplement No. 3") dated April, 1994 and a Lease and Indenture Supplement No. 4 (the "Lease and Indenture Supplement No. 4") dated March 13, 1995 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Lease, the Indenture and the Lease and Indenture Supplement Nos. 1, 2 and 4 (collectively, the "Recorded Documents") were previously filed with the United States Surface Transportation Board (or its predecessor, the Interstate Commerce Commission) under Recordation Number 18352;

WHEREAS, in accordance with Section 12(b) of the Lease, Lessee on the Effective Date (as defined in paragraph 6 hereof) has paid to Lessor the Stipulated Loss Value of the Items of Equipment subject to this Release and Termination Agreement and in respect of which an Event of Loss has occurred;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and the Indenture Trustee hereby agree as follows:

1. The Items of Equipment with respect to which an Event of Loss occurred (the "Railcars") are identified on Schedule 1 hereto. The parties hereto hereby agree to release such Items of Equipment from the coverage of each of the Recorded Documents.

2. Lessor acknowledges either compliance by Lessee with Section 12(b) of the Lease or hereby waives compliance by Lessee with Section 12(b) of the Lease; accordingly, Lessor agrees to sell, assign, transfer, convey and deliver unto Lessee, without recourse or warranty (except as to the absence of Owner Encumbrances) all right, title and interest of Lessor in and to (a) the Railcars (including all appliances, parts, instruments, appurtenances, accessories, furnishings, and/or other equipment or property installed on or attached thereto) and all manufacturer's warranties relating thereto and (b) all other warranties and indemnities relating to the Railcars held by Lessor pursuant to that certain (i) Bill of Sale dated July 30, 1993 delivered by BLC Corporation to Lessor and (ii) Bill of Sale dated March 16, 1995 delivered by Johnstown America Corporation to Lessor, by executing a Bill of Sale dated as of the Effective Date substantially in the form of Exhibit A hereto.

3. The parties hereto agree to record this Release and Termination Agreement with the United States Surface Transportation Board.

4. Each party hereto will promptly and duly execute and deliver such further documents to, make such further assurances for and take such further action reasonably requested by any party hereto, all as may be necessary to carry out more effectively the intent and purpose of this Release and Termination Agreement.

5. This Release and Termination Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.


6. The parties hereto agree that this Release and Termination Agreement shall become effective on July 29, 1999 (the "Effective Date").

7. THIS RELEASE AND TERMINATION AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY OR PERFORMANCE.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Release and Termination Agreement to be duly executed on the date and year set forth in the opening paragraph hereof, all of which shall become effective as of the 29th day of July, 1999.

Lessor/Owner Trustee

CHASE MANHATTAN TRUST COMPANY, N. A.
not in its individual capacity but
solely as Owner Trustee

By: 
Name: D. Kovach
Title: Assistant Vice President

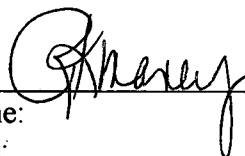
Lessee

COMMONWEALTH EDISON COMPANY

By: 
Name: Patricia L. Kampling
Title: Treasurer

Indenture Trustee

WILMINGTON TRUST COMPANY,
not in its individual capacity but
solely as Indenture Trustee

By: 
Name:
Title:

STATE OF Ohio)
) ss.:
COUNTY OF Cuyahoga)

On this 29th day of July, 1999, before me personally appeared D. Kovach, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of Chase Manhattan Trust Company, N.A., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

B. Impala

Notary Public

My Commission Expires:
(Notary Seal)

B. IMPALA
Notary Public, State of Ohio
My Commission Expires October 2, 1999

STATE OF Illinois
COUNTY OF Cook)

SS.:

On this 29 day of July, 1999, before me personally appeared Patricia L. Kampling, to me personally known, who, being by me duly sworn, says that she is President of Commonwealth Edison Company that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary T. Snyder
Notary Public

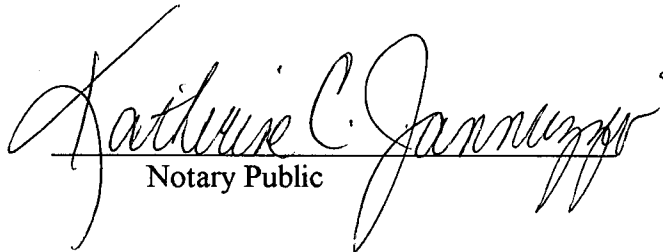
My Commission Expires:
(Notary Seal)



STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On this 29th day of July, 1999, before me personally appeared ROSELINE K. MANEY, to me personally known, who, being by me duly sworn, says that she is Senior Financial Services Officer of WILMINGTON TRUST COMPANY that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

KATHERINE C. JANNUZZIO
NOTARY PUBLIC - DELAWARE
My Commission Expires Apr. 29, 2000


Notary Public

My Commission Expires:
(Notary Seal)

BILL OF SALE

Pursuant to Section 12(b) of the Lease Agreement (the "Lease Agreement") dated as of July 15, 1993 between Chase Manhattan Trust Company, N.A. (formerly Society National Bank) as Owner Trustee, as lessor (the "Owner Trustee"), and Commonwealth Edison Company, as lessee, for good and valuable consideration the receipt of which is hereby acknowledged, the Owner Trustee does hereby sell, assign, transfer, convey and deliver unto Commonwealth Edison Company, "as-is" and "where-is", without recourse or warranty (except as set forth in the immediately succeeding paragraph), all right, title and interest of the Owner Trustee in and to (a) the equipment described on Schedule 1 hereto, including all appliances, parts, instruments, appurtenances, accessories, furnishings, and/or other equipment installed on or attached to such railcar (the "Equipment"), and all manufacture's warranties relating thereto and (b) all other warranties and indemnities relating to the Equipment held by the Owner Trustee pursuant to that certain (i) Bill of Sale dated July 30, 1993 delivered by BLC Corporation to the Owner Trustee and (ii) Bill of Sale dated March 16, 1995 delivered by Johnstown America Corporation to the Owner Trustee (the "Other Property").

The Owner Trustee hereby warrants to Commonwealth Edison Company, its successors and assigns, that the Equipment and the Other Property are free and clear of any and all Owner Encumbrances (as defined in Appendix X to the Lease Agreement).

IN WITNESS WHEREOF, the Owner Trustee has caused this Bill of Sale to be duly executed and delivered as of this 29th day of July, 1999.

CHASE MANHATTAN TRUST COMPANY, N.A.,
as Owner Trustee

By: _____
Name
Title: _____

SCHEDULE OF EQUIPMENT TO BE DELIVERED

<u>Item of Equipment</u>	<u>Car Number</u>
One 121-Ton, Aluminum-Sided, Rotary Dump Gondola "Coalporter" Car	CWEX 1245
	1291
	1325
	1398
	1555
	1704
	1706
	1750
	1768
	1796
	1842
	1896
	1907
	2041
	2049
	2164
	2177
	2193
	2261
	2299
	2332
	2334
	2378
	2451
	2504
	2852
	2853

SCHEDULE 1
to
Release and Termination Agreement

Item of Equipment No Longer Covered By the Lease, the
Indenture, the Lease and Indenture Supplement No. 1 and
the Lease and Indenture Supplement No. 4, Having
Been Assigned Recordation Numbers 18352, 18352-A,
18352-B and 18352-E, Respectively

121-Ton, Aluminum-Sided, Rotary Dump
Gondola "Coalporter" Car Bearing The
Following Identification Marks:

CWEX	1245
	1291
	1325
	1398
	1555
	1704
	1706
	1750
	1768
	1796
	1842
	1896
	1907
	2041
	2049
	2164
	2177
	2193
	2261
	2299
	2332
	2334
	2378
	2451
	2504
	2852
	2853